

**ORIGINAL**

This tariff, AZ Tariff No. 4, filed by MCImetro Access Transmission Services, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Arizona Tariff No. 1, issued by Brooks Fiber Communications of Tucson, Inc.

Services contained herein are grandfathered and are only available to existing customers.

COMPETITIVE  
GENERAL EXCHANGE CARRIER  
SERVICES  
OF  
MCIMETRO ACCESS TRANSMISSION SERVICES, LLC

ISSUED: May 11, 2004  
DOCKET: T-03158A-03-0734

Randee Klindworth  
Tariff Administrator  
707 17<sup>TH</sup> Street, Suite 4200  
Denver, CO 80202

EFFECTIVE: June 11, 2004

ADMINISTRATIVELY  
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**LOCAL EXCHANGE TARIFF**

**CHECK SHEET**

All Pages included in this tariff are effective as of the date shown.

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**GENERAL EXCHANGE SERVICE**

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by MCImetro ACCESS TRANSMISSION SERVICES, LLC, hereinafter referred to as the "Company", to Customers within the local exchange service area defined herein.

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**GENERAL EXCHANGE SERVICE****EXPLANATION OF SYMBOLS, REFERENCES MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS  
USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- |   |   |   |
|---|---|---|
| C | - | To signify changed regulation.                                  |
| D | - | To signify discontinued rate or regulation.                     |
| I | - | To signify increased rate.                                      |
| M | - | To signify a move in the location of text.                      |
| N | - | To signify new rate or regulation.                              |
| R | - | To signify reduced rate.  |
| S | - | To signify reissued matter.                                     |
| T | - | To signify a change in text but no change in rate or regulation |

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**DEFINITIONS**

Certain terms used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forward Busy : Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forward Don't Answer: Automatically routes incoming calls to a pre-designated answering point when the called line is not answered after a preset number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone key pad.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer defined telephone numbers.

Call Trace: Allows the customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the customer initiated trace. The information is stored and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

**DEFINITIONS -(Continued)**

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID - Number: Identifies the 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

Caller ID Blocking: Blocks the delivery of the number to the called party on a per call basis. Can either (1) be "selective" or "complete".

Communications Services: The Company's local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: Brooks Fiber Communications of Arizona Inc., which is the issuer of this tariff.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Deny Terminating: Allows blocking of all incoming calls to a basic line or multi-line group.



**DEFINITIONS -(Continued)**

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Station, by-passing a central answering point.

Distinctive Ringing: Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the "master" number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings. Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency (DTMF): The pulse type employed by tone dial Station sets.

Exchange Carrier : Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

FiberOptic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Holidays: New Year's Day (January 1), Memorial Day (third Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

Hotline: Automatically calls a pre-specified number when the Hotline station goes off hook.

Hunting:

*Sequential Hunting*: A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy.

*Circular Hunting*: A hunting arrangement similar to sequential hunting except if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**DEFINITIONS -(Continued)**

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Long Distance Account Codes: Allows the customer to assign codes to employees, projects, cases, or departments to track long distance usage and allocate charges. The customer is offered the option of non verified or verified codes.

Mbps: Megabits, denotes millions of bits per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

**DEFINITIONS -(Continued)**

Presubscription - 2: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll Calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Regular Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding defined Holiday.

Remote Access To Call Forwarding: Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Service Commencement Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commitment Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Speed Dialing : Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique 1-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or thirty code list. Code lists may include local and/or toll telephone numbers.

Station: Telephone equipment from or to which calls are placed.

Toll Restriction: Allows the customer to establish, on a per line basis, call restrictions by the calling party.

Three-Way Conference Calling: Allow a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end to end connection.

User: A customer or any other person authorized by the Customer to use service provided under this tariff.

Voice Data Protection: Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

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**GENERAL EXCHANGE SERVICE**2. Regulations2.1 Undertaking of the Company:2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of ARIZONA under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment Facilities

2.1.2.1 The Company- reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and Us tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.3 Terms and Conditions (Continued)

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of ARIZONA without regard for the State's choice of laws provisions.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever reasonably necessary.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. The Customer will be liable for all Company provided equipment.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willfull misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff.- The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. )With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of 'any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.



**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire,- flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of, the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

## 2.1.4.6 (continued)

operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material data, information, or other content transmitted via the Company's service; and
- patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and
- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies finishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for, such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

## 2.1.4.13 (continued)

other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

## 2.1.4.14 With respect to Emergency Number 911 Service:

(a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

## 2.1.4.14 (Continued)

(b) Neither is the company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

2.1.4.16 In conjunction with a nonpublished telephone number, as described in Paragraph 3.7.5 (C), the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 In Conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.6.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.



**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.6 Provision of Equipment and Facilities (Continued)

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities finished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer-provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.3 Customers may not use service furnished under this local exchange tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to: (1) request that Customer provide written certification that it is using the service in compliance with this requirement; and/or (2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff. In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses, penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this tariff.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.3 Obligations of the Customer (Continued)2.3.1 General (Continued)

(b) reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer-, or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all right-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with obtaining and maintaining the right-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.3 Obligations of the Customer(Continued)2.3.1 General (Continued)

- (e) providing a safe~ place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3. 1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.3 Obligations of the Customer(Continued)2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property Of the Company or any third-party, or the death of or injury to persons, including, but riot limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.4 Customer Equipment and Channels2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.4 Customer Equipment and Channels2.4.2 Station Equipment (Continued)

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in Accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.4 Customer Equipment and Channels2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.



**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer.

- 2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5 Payment Arrangements (Continued)2.5.1 Payment for Service (Continued)

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax or interstate access charges incurred by the Company for originating access to telephone exchanges in that state.<sup>1</sup> This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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<sup>1</sup> Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5 Payment Arrangements (Continued)2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non- Recurring Charges are due within 30 days of receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.5 A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5 Payment Arrangements (Continued)2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction., the Customer may file a complaint with the ARIZONA CORPORATION COMMISSION in accordance with the COMMISSION's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment may consist of an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5 Payment Arrangements (Continued)2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's who cannot establish a satisfactory credit standing with the Company may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit may consist of an amount equal to:

(a) two month's charges for a service or facility which has a minimum payment period of one month; or

(b) The charges that would apply, for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5 Payment Arrangements (Continued)2.5.5 Deposits (Continued)

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at the fixed rate specified by the ARIZONA CORPORATION COMMISSION. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5.6 Discontinuance of Service (Continued)

- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability.
- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
- A. IMMEDIATELY and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub section A. (1 -6) if:

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5.6 Discontinuance of Service (Continued)2.5.6.6A (Continued)

- (1) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its current use of common carrier communications services or its planned use of service(s); or
- (2) The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (3) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (4) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
  - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (c) Any other fraudulent means or devices; or



**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5.6 Discontinuance of Service (Continued)

- (5) Use of service in such a manner as to interfere with the service of other users; or
- (6) Use of service for unlawful purposes.
  - B. Immediately, upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;
  - C. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
  - D. Thirteen (13) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that thirteen (13) day period; or
  - E. Termination of residential service shall be governed by the policies and practices, pursuant to the ARIZONA C.C.
  - F. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.5.6 Discontinuance of Service (Continued)2.5.6.6 (Continued)

- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.6 Allowances for Interruptions of Service2.6.1 Credit for Interruptions:

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.6 Allowances for Interruptions of Service2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.7 Cancellation of Service2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7. 1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.7 Cancellation of Service2.7.2 Cancellation of Service by the Customer

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay' to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expanded by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current terms.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

**GENERAL EXCHANGE SERVICE**2. Regulations (Continued)2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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### SERVICE CONNECTION CHARGES

#### 3.1 DESCRIPTION

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

**Service Connection Charge:** A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

**Subsequent Non-Recurring Charge:** A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

**Labor Charge:** Labor Charges are one-time charges related to work performed by the Company or a Company representative associated with customer premises visits. Charges are broken down as follows:

**Regulated -** Charges for work done on the Company's side of the protector/Standard Network Interface (SNI) and Demarcation Point (NI). This may include, but is not limited to the move of a Demarcation Point or move the (SNI), at the customer's request.

**Maintenance -** When a dispatch is necessary on repair to isolate trouble on the Customer's side of the Demarcation Point. Charges apply when a technician is dispatched; and the network is verified OK; and trouble is isolated to the customer's side of the Demarcation Point.

**Inside Wire Installation/Jacks -** Includes all wire and jacks (excluding customer premise equipment) on the customer's side of the Company's Demarcation Point. Charges apply at the customer's request and expense.

#### 3.2 GENERAL REGULATIONS

3.2.1 The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM.

If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.

3.2.2 Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

#### 3.3 SERVICE CONNECTION CHARGES DO NOT APPLY TO:

3.3.1 Moves or changes required for the proper maintenance of service.

3.3.2 Changes of telephone numbers for Company initiated reasons or service reasons e.g., change to Touch-tone service.



**SERVICE CONNECTION CHARGES****3.4 SERVICE CONNECTION CHARGE APPLICATIONS**

- 3.4.1 Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.
- 3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates. (1)

	<u>Residence</u> <u>Service Connection</u>	<u>Business</u> <u>Service Connection</u>
Access Line (per line)		
New Installation	\$46.50	\$56.00
Additional Line	\$46.50	\$56.00
Access Line - Low-Income Assistance Program	(2)	
Link Up America Assistance	(3)	
Access Line - CES I or CES II (4)		\$56.00
Change to or from Residential features; or Gateway S I Standard Features/Packages Optional Features	\$13.00	\$13.00
Change to/from CES I to/from CES 11		\$56.00
Add or Change CES I or 11 line features/packages (5)		\$30.00
Add or Change CES I or CES 11 System Features (5)		\$40.00

(1) Only one Service Connection Charge applies, per order issued.

(2) Service Connection Charges do not apply to change existing service to or from Low-Income Assistance service. For connections of new service, Service Connection Charges apply. See Section 6.3 for applications, credits, and regulations.

(3) For installation of the main residence access line, a fifty percent discount applies, not to exceed \$30.00.

(4) See CES, Section 10

(5) Refer to Section 10, CES, for features and additional charges.

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**SERVICE CONNECTION CHARGES****3.4 SERVICE CONNECTION CHARGE APPLICATIONS (Continued)**

- 3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates. (Continued) (1)

	<u>Residential</u> <u>Service Connection</u>	<u>Business</u> <u>Service Connection</u>
Line Restoral (per line/per trunk)	\$20.00	\$40.00 (2)
PIC -2 Change (per line)	\$5.00	\$5.00
Suspension of Service Restoral Charge (per line/per trunk)	\$20.00	\$30.00 (3)
Change Class of Service (Residence to Business or Business to Residence)	\$10.00	
Directory Services (changes and/or additions)	\$8.50	\$22.00
Number Change (per access line)	\$20.00	\$30.00
Supersedure Rearrangement of trunk circuits	\$7.50	\$8.50 \$32.50
Establish, Change from one type of hunting to another, or rearrange hunting sequence, per access line		\$13.00
Joint User Service (add/change)		\$22.00

(1)Only one Service Connection Charge applies, per order issued.

(2)applies for Line/Trunk Restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 day following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

(3)Applies for line/trunk Restoral after Customer-initiated suspension.

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**SERVICE CONNECTION CHARGES****3.4 SERVICE CONNECTION CHARGE APPLICATIONS (Continued)**

- 3.4.3 The Labor Charges outlined below apply whenever a customer premises visit is required, at the customer's request for regulated, as specified under 3.1: (1) (2) (3)

	Mon. - Sat. <u>8 a.m. - 5 p.m.</u>	Sunday & Mon. - Sat. excluding <u>8 a.m. - 5 p.m.</u>	<u>Holidays (4)</u>
First 30 minutes or fraction thereof	\$27.50	\$41.25	\$55.00
Each additional 15 minutes or fraction thereof	\$9.75	\$20.63	\$27.50

- 3.4.4 A \$55.00 Service Charge applies when a dispatch is necessary to isolate trouble on the customer's side of the demarcation point as specified under 3.1. Labor Charges, under 3.4.3, also apply for work performed on the customer's side of the Demarcation Point, at the customer's request.

- (1) Work performed on the customer's side of the Demarcation Point, is billed at the customer's request and expense.  
 (2) Applies for installing, rearranging, changing, reterminating, moving or removing network terminating wire or cable.  
 (3) Applies for installing, rearranging, changing, reterminating, moving or removing Standard Network Interface or additional terminations of existing access lines.  
 (4) Holidays are defined as Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.), and Thanksgiving Day (fourth Thursday in November).

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**LOCAL EXCHANGE SERVICES**

## 4. LOCAL EXCHANGE SERVICES

## 4.1 DESCRIPTION

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network. The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller - paid information services will be blocked by the Company's switch.

## 4.2 GENERAL REGULATIONS

4.2.1 Service Area: Where facilities are available, the Company's service area consists of the Tucson local exchange area.

Local Calling Areas: The local calling area includes the exchanges listed below. NXX designations may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange service area.

Local Calling Area

Tucson, Coronado, Green Valley, Marana, Robles, Tubac and Vail

4.2.3 Availability: Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas.

## 4.3 LOCAL CALLING SERVICE

4.3.1 Description

Local Calling Service provides a customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas, and zones included in the caller's local calling area as specified applicable laws and regulations established by the State of Arizona, in effect and as amended.

## 4.3.2 Rates - Business Customers Only

The rates set forth in this section apply to all direct dialed local calls.

**LOCAL EXCHANGE SERVICES****4.3 LOCAL CALLING SERVICE - (Continued)****4.3.2 Rates - Business Customers Only - (Continued)****4.3.2.1 Usage Rates for Local Calls - Business Customers Only.**

The following time increment charges apply for each call. Timing is in 6 second increments, with a minimum charge of one minute per call.

Per call, per minute charge	\$0.02
-----------------------------	--------

These rates are not available to new customers as of June 30, 1998. See Section 20.8 for Intelenet Local Calling Service rates for new customers.

**4.4 EMERGENCY SERVICES (Enhanced 911)**

4.4.1 Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**4.5 TELECOMMUNICATIONS RELAY SERVICE (TRS)**

4.5.1 Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone TT or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

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(1) Gateway S1 Services in this section are not available to new customers as of June 30, 1998. Services and rates for new customers are contained in Section 20.

**GATEWAY S1 SERVICES****5. GATEWAY SI SERVICES****5.1 DESCRIPTION**

- 5.1.1 Gateway S1 Service provides a Customer with a connection to the Company's switched network which enables the Customer to:
- a) originate and receive calls from other stations on the public switched telephone network;
  - b) access the Company's Local Calling Services, Interexchange Calling Services, and Special Services as set forth in the Custom Exchange Service and Special Arrangements sections of this tariff,
  - c) access certain interstate and inter-national calling services;
  - d) access (at no additional charge) the Company's operators and business office for set-vice related assistance; access toll-free telecommunications services such as 800 NPA; and access 9- 1 -1 service for emergency calling and;
  - e) access the service of other providers which utilize the Company's Gateway SA Service, as set forth under the tariff.
- 5.1.2 Definitions for Gateway S1 Service features are defined under Definitions, Section 1, of this tariff.

**5.2 GENERAL REGULATIONS**

- 5.2.1 Gateway S1 Service can not be used to originate calls to caller-paid information services (e.g., NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.
- 5.2.2 Each Gateway S1 Service corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.
- 5.2.3 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Corporation Commission will be notified of such promotional offerings.

**5.3 GATEWAY SI BASIC BUSINESS LINE**

- 5.3.1 Description The Gateway S1 Basic Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Gateway S1 Basic Business Lines are provided for the connection of customer provided wiring, station sets or facsimile machines, or Key Systems.
- 5.3.2 Standard Features  
Each Gateway S1 Basic Business Line is provided with the following standard features:  
Touch-Tone
- 5.3.3 Optional Features  
Deny Terminating  
Hunting



**GATEWAY S1 SERVICES**

## 5. GATEWAY S1 SERVICES (Continued)

## 5.3 GATEWAY S1 BASIC BUSINESS LINE (Continued)

5.3.4 Business Line-Value Package

Business Line Value Package consisting of the following feature is available with the Basic Business Line, Optional Features, and Security Package.

- Call Forwarding - Variable
- Call Forwarding - Busy
- Call Forwarding - Don't Answer
- Call Waiting
- Cancel Call Waiting
- 3-Way Calling
- Customer Changeable Speed Calling

5.3.5 Security Package

Security Package consisting of the following feature is available with the Basic Business Line, Optional Features, and Business Value Line Package.

- Calling Line Identification
- Remote Activation of Call Forwarding
- Call Trace

## 5.4 GATEWAY S1 ANALOG PBX TRUNK

5.4.1 Description

The Gateway S1 Analog PBX Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

5.4.2 Standard Features

Each Analog PBX Trunk will be provided with the following standard features

- In, Out, Two-Way
- Touch-Tone
- Hunting

5.4.3 Security Package

The following features are provided with the, optional, Security Package:

- Call Forwarding - Variable
- Remote Activation of Call Forwarding
- Call Trace

## 5.5 GATEWAY S1 ANALOG DID TRUNK

5.5.1 Description

The Gateway S1 Analog DID Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time.

**GATEWAY S1 SERVICES**

## 5. GATEWAY S1 SERVICES (Continued)

## 5.5 GATEWAY S1 ANALOG DID TRUNK (Continued)

5.5.2 Standard Features

Each Analog DID Trunk will be provided with the following standard features

DID/Two Way

DTMF, MF or Dial Pulse signaling (as specified by the customer)

Trunk Group Hunting

5.5.3 Optional Features5.5.4 DID Telephone Numbers<sup>(1)</sup>

Individual

Group of 20

Group of 100

## 5.6 GATEWAY S1 DIGITAL PBX TRUNK

5.6.1 Description

The Gateway S1 Digital PBX Trunk provides a Customer with connection to the Company's switch via a DS-I digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice-grade telephonic communications channels. Customer may employ Digital PBX Trunks in order to connect PBX or trunk-capable key systems to the Company's switch.

5.6.2 Standard Features

5.6.2.1 Each Gateway S1 Digital PBX Trunk is provided with the following standard features:

a) Terminal Interface: DSX- I panel

5.6.2.2 Each of the channels has the following features:

a) Pulse Type: Dual Tone Multi-Frequency (DTMF), or Dial Pulse (DP), or Multi-Frequency (MF)

b) Directionality: DID/DOD or two way, as specified by the Customer. (2)

c)Hunting

5.6.3 Optional Features:5.6.4 ISDN PRI Efficiency Package

5.6.4.1 The ISDN PRI Efficiency Package adds the following to the Digital PBS Trunk:

a) ISDN Primary Rate Interface signaling

(1)There must be a minimum of 10 trunks equipped for DID for every block of 100 or fewer numbers.

(2) For DID configured Digital PBX Trunks, charges apply as specified under 5.8. 1, following.

## GATEWAY S1 SERVICES

### 5. GATEWAY S1 SERVICES (Continued)

### 5.6 GATEWAY S1 DIGITAL PBX TRUNK (Continued)

#### 5.6.4 ISDN PRI Efficiency Package (Continued)

5.6.4.1 The ISDN PRI Efficiency Package adds the following to the Digital PBS Trunk:  
(Continued)

b) Call-by-Call Service Selection

c) Out-of band ANI and DNIS via the D channel

d) One D channel per DS- I facility or using NFAS, one D channel can control more than one DS 1, and using D-channel back-up, a secondary D-channel on another DS-1 can be designated to operate in case of failure of the primary DS- I D channel.

e) DID Telephone Numbers:

Individual

Group of 20

Group of 100

### 5.7 PAYMENT PLANS

5.7.1 The Gateway S1 payment plan offers the customer two options for payment.

a) Fixed Monthly Rate Plan

Under this plan the customer pays a fixed monthly rate for a specified contract term. The customer may choose a 1, 2, 3, 4, or 5 year contract. During the course of the contract, fixed rates (recur-ring and non-recurring) are not subject to Company initiated rate changes.

b) Month-to-Month Plan

Under this plan the customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

(1)For DID configured Digital PBX Trunks, charges apply as specified under 5.8. 1, following.

## GATEWAY S1 SERVICES

## 5. GATEWAY S1 SERVICES (Continued)

## 5.8 RATES

5.8.1 These non-recurring and monthly rates are not available to new customers as of June 30, 1998. Rates for new customers are contained in Section 20.8. Rates for existing customers apply as follows: (1)

	Non- Recurring (New) (2)(3)(4)	Non- Recurring (Changes) (5).(3).(4)	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
<b>Gateway S1 Business Line</b>								
Flat Rate	\$50.00	\$25.00	\$29.50	\$27.75	\$27.15	\$26.55	\$26.00	\$25.40
<b>Standard Features</b>								
Touch-tone								
<b>Business Line Value Package</b>	N/C	\$25.00	\$7.00	\$6.60	\$6.45	\$6.30	\$6.20	\$6.05
Call Forwarding Variable								
Call Forward - Busy								
Call Forward -Don't Answer								
Call Waiting								
Three-Way Calling								
Speed Calling								
<b>Optional Features</b>								
Hunting	N/C	\$25.00		\$5.00 \$4.30	\$4.70	\$4.60	\$4.50	\$4.40
Deny Terminating	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
<b>Security Package</b>	N/C	\$25.00	\$5.00	\$4.70	\$4.60	\$4.50	\$4.40	\$4.30
Caller ID - Number								
Remote Access To								
Call Forwarding								
Call Trace (\$2.00 per activation)								

(1) Service Connection Charges also apply, as specified under Section 3.

(2) Applies for the initial installation (new).

(3) Charge applies per line, per trunk per feature, per package.

(4) When multiple features or packages are established/changed at the same time, on the same line trunk, only one non-recurring charge applies.

(5) Applies for changes made, once the service has been established.

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**GATEWAY S1 SERVICES**

## 5. GATEWAY S1 SERVICES (Continued)

## 5.8 RATES (Continued)

- 5.8.1 These non-recurring and monthly rates are not available to new customers as of June 30, 1998. Rates for new customers are contained in Section 20.8. Rates for existing customers apply as follows: (1)

	<b>Non- Recurring (New) (2),(3)</b>	<b>Non- Recurring (Changes) (4),(2),(3)</b>	<b>Month to Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>
<b>Gateway S1 Analog</b>								
PBX Trunk								
Flat Rate	\$50.00	\$25.00	\$34.25	\$32.20	\$31.55	\$30.85	\$30.15	\$29.50
<b>Standard Features</b>								
In, Out, Two-way								
Touch-tone								
Trunk group hunting								
<b>Security Package</b> N/C		\$25.00	\$5.00	\$4.70	\$4.60	\$4.50	\$4.40	\$4.30
Caller ID - Number								
Remove Access To								
Call Forwarding								
Call Trace (\$2.00 per activation)								
<b>Gateway S1 Analog</b>								
<b>DID Trunk</b>								
Flat Rate	\$104.00	\$25.00	\$77.50	\$72.85	\$71.30	\$69.75	68.20	\$66.65
<b>Standard Features</b>								
DID/Two way								
TT, DP, W Signaling								
Trunk group hunting								
<b>Optional Features(5)</b>								
DID Telephone numbers								
Individual	\$1.00		\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Group of 20	\$20.00		\$3.00	\$2.85	\$2.80	\$2.70	\$2.65	\$2.60
Group of 100	\$60.00		\$10.00	\$9.40	\$9.20	\$9.00	\$8.80	\$8.60

(1) Service Connection Charges also apply, as specified under Section 3.

(2) Charge applies per line, per trunk, per package.

(3) When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.

(4) Applies for changes made, once the service has been established.

(5) Rates apply, per trunk.

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**GATEWAY S1 SERVICES**

## 5. GATEWAY S1 SERVICES (Continued)

## 5.8 RATES (Continued)

5.8.1 These non-recurring and monthly rates are not available to new customers as of June 30, 1998. Rates for new customers are contained in Section 20.8. Rates for existing customers apply as follows: (1)

	<b>Non- Recurring (New) (1),(2),(3)</b>	<b>Non- Recurring (Changes) (2),(3),(4)</b>	<b>Month to Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>
<b>Gateway S1 Digital</b>								
<b>PBX Trunk</b>								
DSX-1 Link	\$800.00		\$135.00	\$126.90	\$124.20	\$121.50	\$118.50	\$116.10
DEE)/Two way port, (MF, TT, DP signaling)	\$35.00		\$63.00	\$59.25	\$58.00	\$56.70	\$55.45	\$54.20
Non-DID port (MF, TT, DP signaling)	\$35.00		\$27.00	\$25.40	\$24.85	\$24.30	\$23.80	\$23.25
<b>Optional Features</b>								
<b>ISDN PRI Efficiency</b>								
<b>Package (4)</b>	\$1200.00		\$125.00	\$117.50	\$115.00	\$112.50	\$110.00	\$107.50
ANI and DNIS								
Call-by-call Service Selection								
Non-Facility Assoc. Signaling								
D-Channel Backup								
DID Telephone Numbers								
Individual	\$1.00		\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Group of 20	\$20.00		\$3.00	\$2.85	\$2.80	\$2.70	\$2.65	\$2.60
Group of 100	\$60.00		\$10.00	\$9.40	\$9.20	\$9.00	\$8.80	\$8.60

(1) Service Connection Charges also apply, as specified under Section 3.

(2) Charge applies per line, per trunk, per package.

(3) When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.

(4) Applies for changes made, once service has been established.

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**RESIDENTIAL SERVICE OFFERING**

## 6 RESIDENTIAL SERVICE OFFERING

## 6.1 Description

- 6.1.1 Local Line- Residence: Local Line -Residence provides a Customer with a connection to the Company's switched network which enables the Customer to:
- a) originate and receive calls from other stations on the public switched telephone network;
  - b) access the Company's Local Calling Services, Interexchange Calling Services, and Special Services as set forth in the Custom Exchange Service and Special Arrangements sections of this tariff;
  - c) access certain interstate and international calling services;
  - d) access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9- 1 -1 service for emergency calling

- 6.1.2 Residence Service: The term "residence service" denotes service provided when the following conditions exist:
- a) The main station is located in a private residence, or a residential room or apartment of a building of any type.
  - b) All listings of the service are in names of individuals, without a business designation.

- 6.2 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Corporation Commission will be notified of such promotional offerings.

## 6.3 Service Plans

- 6.3.1 Flat Rate Service - The term "flat rate service" denotes service where, for a stated monthly rate, unlimited calling is allowed to all other exchange service line in the local service area of the exchange in which it is furnished.

6.3.2 Low-income Telephone Assistance Program

- 6.3.2.1 Description The Low-Income Telephone Assistance Program provides for a credit against the recurring monthly rate for the provision of local residential service for certain low-income customers.

## 6.3.2.2 Application

- A) The Low-Income Telephone Assistance Program credit is only available to low-income customers who meet eligibility requirements established by A.R.S. 42-1322.02, 46-701, 702,703, 704. Applicants must be a head of household, be 65 years of age or older and have a household income at or below poverty level.



**RESIDENTIAL SERVICE OFFERING**

## 6 RESIDENTIAL SERVICE OFFERING

## 6.3 Service Plans -(Continued)

## 6.3.2 Low-Income Telephone Assistance Program - (Continued)

## 6.3.2.2 Application - (Continued)

- B) The monthly credit will be based on the sum of a 17% discount on the following local exchange service offerings:
- Flat rate individual service
  - Flat multiparty service
  - Local area calling usage

## 6.3.3.2 Regulations

- A) The Low-Income Telephone Assistance Program credit will begin with the date the Company receives a valid application from the customer or when new service is established for a qualifying customer. The credit will be prorated on the basis of a 30 day month from the effective date of the customer's application.
- B) The regular non-recurring charges, terms and conditions applicable to these service offerings specified in Section 3 will apply. The non-recurring charges to change to or from this program due to eligibility status will be waived.
- C) Customers of this service will receive a 17% reduction on the non-recurring charge once during a calendar year. The credit is applicable only to the customer's principal residence line.

## 6.3.3 Link Up America Assistance

6.3.3.1 Residents who qualify for the Low-Income Telephone Assistance Program may also qualify for an assistance plan funded by interexchange carriers. This is the F.C.C.'s Link Up America Program. A 50% discount (up to \$30.00) will be applied on access line non-recurring charges to connect service originally. This discount applies on a single line at the principal place of residence for the applicant. (2)

6.3.3.2 When income eligibility has not been determined, the following eligibility criteria may apply:

- a) Applicant must not have had telephone service for at least three months prior to the date that assistance is requested.
- b) Applicant must not have received this assistance within the last two years.
- c) Applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years of age.

(1) Local area calling usage receives a discount limited to an amount that in addition to the exchange access service does not exceed the comparable flat rate total.

(2) It is possible for a customer to receive a 67% discount on non-recurring charges to connect service originally by combining the Telephone Assistance Program with Link Up America.

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**RESIDENTIAL SERVICE OFFERING**

## 6 RESIDENTIAL SERVICE OFFERING

## 6.4 Rates and Charges (1)

Monthly

## a) Local Line Residential (2)

Flat

\$11.20

Low-Income Assistance

(3)

## b) Optional Features (1)

Calling Number Delivery

\$5.00

Calling Number Delivery Blocking

(4)

Call Waiting

\$3.00

## c) Directory Assistance

Rates Specified under  
Section 14

## d) Operator Assistance

Rates Specified under  
Section 14

## e) Directory Listings

Rates Specified under  
Section 7

---

(1) Service Connection Charges, as specified under Section 3, apply in addition to the Monthly Rates.

(2) Monthly charges apply, per line.

(3) See 6.3.2.2

(4) Customers requesting per line blocking, after the first time (subsequent), will be charged a non-recurring charge of \$8.00 per line.

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DIRECTORY LISTINGS

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**DIRECTORY LISTINGS****7. DIRECTORY-LISTINGS****7.1 General Regulations**

- 7.1.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 7.1.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 7.1.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 7.1.4 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listing in the Residential section. The Company, upon notification to the customer, will withdrew any listing which is found to be in violation of it s rules with respect thereto.
- 7.1.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

**7.2 Descriptions**

Directory listings are provided in connection with each Customer service as specified herein.

- 7.2.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional Charge.
- 7.2.2 Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified under 7.3, following.

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**DIRECTORY LISTINGS**

## 7. DIRECTORY-LISTINGS - (Continued)

## 7.2 Descriptions (Continued)

- 7.2.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2, Rules and Regulations, 2.1.4.15, 2.1.4.16, 2.1.4.17. Charges for Nonpublished Listings are specified under 7.3, following.

- 7.2.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Nonlisted Listings are specified under 7.3, following.

- 7.2.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

## 7.3 Rates

- 7.3.1 The following Monthly Recurring Charges apply for directory listings specified in 7.2, preceding:  
(1)

	<u>Monthly Recurring Charge (2)</u>	
	Residence	Business
Primary Listing	N/C	NIC
Additional Listing	\$1.50	\$2.50
Non-Published Number	\$1.80	\$1.80
Non-Listed	\$1.45	\$1.45
Foreign Listing (3)	\$1.50	\$2.50

(1) Service Connection Charges under Section 3, apply for additions/changes to directory listings.

(2) Charges apply per listing or per number

(3) See 7.2.5 for listings outside the immediate calling area.

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**GATEWAY SA SERVICE****8. GATEWAY SA SERVICE****8.1 Description**

Gateway SA service is offered to other telecommunications carriers desiring direct trunk-side access to the Company's network in order to originate or terminate calls only to the analog voice grade channels corresponding to company provided access lines. Gateway SA service will support InterMachine and Feature Group D protocols.

**8.2 General Regulations**

8.2.1 Carrier Access Orders for Gateway SA Service will be placed on Standard Bellcore Access Service Requests (ASR).

8.2.2 Gateway SA service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 and DS-3 levels.

8.2.3 Gateway SA Ports are only available at the Primary Distribution Nodes provided by the Company. The customer is responsible for providing digital DS-1 and DS-3 transmission links between its premises and the Company's Primary Distribution Node, and a DSX-1 Panel Terminal interface at the Company's Node. The DS-1 and DS-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution Node, or may be provided over the Customer's own transmission facilities.

**8.3 Rates****8.3.1 Rate Elements**

This tariff includes services for which the following rate elements apply:

- a) **Non-Recurring Charges**  
Non-recurring charges are applied as a one-time fee normally at the time the circuit is initiated.
- b) **Monthly Recurring Channel Termination Charge**  
The monthly recurring charge is billed monthly in advance and is assessed on each channel termination based on the terms and conditions of this tariff, the customer service agreement, or a master service agreement.
- c) **Fixed Mileage Charge**  
The fixed mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel.

**GATEWAY SA SERVICE**

## 8. GATEWAY SA SERVICE - (Continued)

## 8.3 Rates - (Continued)

## 8.3.1 Rate Elements - (Continued)

## d) Variable Mileage Charge

Variable mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.

## 8.3.2 DS-1

	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
Per-Channel Termination		
First Circuit	\$535.00	\$100.00
Additional Circuits (same termination)		\$535.00
Fixed Mileage		\$63.75
Per-Mile Charge		\$13.60
Outside Service Zone Termination Surcharge		\$35.00

## 8.3.3 DS-3

	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
Per-Channel Termination		
First Circuit	\$1,500.00	\$2,975.00
Additional Circuits (same termination)	\$1,500.00	N/C
Fixed Mileage		\$759.05
Per-Mile Charge		\$98.60
Outside Service Zone Termination Surcharge		\$100.00

## 8.3.4 Switched Access Service

Switched Access service is provided pursuant to the rates contained in the tariff of U.S. West.



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(1) Service in this section are not available to new customers subscribing to service as of June 30, 1998. Services and rates for new customers are contained in Section 20.

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**MESSAGE TOLL SERVICE****9. MESSAGE TOLL SERVICE****9.1 Description**

IntraLATA toll service is furnished for telephone communication between telephoneS1n different local calling areas within the LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

The LATA is an area defined in the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192.

**9-2 Timing of Messages**

9.2.1 Unless otherwise indicated, all calls are timed in 6 (six) second increments. (1)

9.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

9.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agree alternate. (2)

9.2.4 Call timing ends when the calling station "hangs up, " thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

9.2.5 Calls originating in one time period as defined under 9.3 and terminating in another will be rateS1n effect at the beginning of six second increments.

**9.3 Time Periods Defined (3)**

9.3.1 Peak: 8:00 a.m. to, but not including, 5:00 p.m. - Monday through Friday

9.3.2 Off-Peak: 5:00 p.m. to, but not including, 8:00 a.m. - Monday through Friday  
All day Saturday and Sunday  
All Holidays (4)

(1) Calls will be rounded up to the next 6 (six) second increment. Each call must have a minimum call duration of 30 (thirty) seconds.

(2)The rates specified under Section 14, Operator Services, may apply,

(3)All times refer to local time.

(4)Holiday include Christmas, New Yew's Day, Thanksgiving, Independence Day, and Labor Day.

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**MESSAGE TOLL SERVICE**

9. MESSAGE TOLL SERVICE (Continued)

9.4 Usage Charges

9.4.1 IntraLATA Toll - Standard:

	<u>Residence</u>	<u>Business</u>
Peak (per minute)	\$0.26	\$0.24
Off-Peak (per minute)	\$0.12	\$0.18

These rates are not available to new customers as of June 30, 1998. See Section 20.8 for Intelnet IntraLATA toll rates for new customers.

9.4.2 IntraLATA Optional Toll Plan 1:

Non-Recurring Rate	\$5.00
Monthly Rate	\$5.00

A 35% discount off the standard rates under 9.4.1 will apply to the customer's total amount of intraLATA toll usage billed each month.

These rates are not available to new customers as of June 30, 1998. See Section 20.8 for Intelnet IntraLATA toll rates for new customers.

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**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)****10. CUSTOM EXCHANGE SERVICE****10.1 Description**

Gateway Custom Exchange Service (CES) is a Centrex service that provides the Customer with multiple individual voice upgrade telephone communications channels, each of which can be used to place or receive one call at a time. Gateway Custom Exchange Service Station Lines are provided for connection of Centrex-compatible, Customer-provided station sets to the public switched telecommunications network.

**10.2 General Regulations**

10.2.1 Gateway Custom Exchange Service is provided in combination with other Company-provided services.

10.2.2 Gateway Custom Exchange Service is offered as Custom Exchange Service I (CES I) and Custom Exchange Service II (CES II).

10.2.3 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services; which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Public Utility Commission will be notified 10 days in advance of such promotional offerings.

10.2.4 Station Line Charges  
Custom Exchange Service Station Lines are charged on a monthly basis.

10.2.5 Usage Charges  
In central offices where facilities are available for timing of messages, local usage charges for measured service calls apply, as specified under Section 4, Local Exchange Services.

10.2.6 Rates and charges for CES I and CES II apply as outlined under D., following.

**10.3 Custom Exchange Service - I (CES)**

A. The following call processing features are included in CES I and are provided under control of the common equipment of the central office switching system.

**10.3.1 Standard System Features***Full Network Access (Squared System)*

There is no pre-defined limit on the number of exchange access or intercom calls active at any one time.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

10.3 Custom Exchange Service - I (CES) (Continued)

- A. The following call processing features are included in CES I and are provided under control of the common equipment of the central office switching system. (Continued)

10.3.1 Standard System Features (Continued)*Direct Inward Dialing*

Arrangement which allows an incoming call to reach a CES station without attendant assistance.

*Individual dialing plan*

Provides the ability to interpret dialed digits according to customer specific dialing sequences.

*Intercom dialing*

Permits the customer to dial an access code to reach another CES station without having to dial 7 digits.

*Touch- Tone calling service**Full, Semi, Un-restricted station Capability*

*Fully Restricted:* Allows only station-to-station (intercom) calling capabilities

*Semi-Restricted :* Allows access to the exchange network only for local calling.

*Unrestricted:* Allows access to the exchange network, the toll network or any service accessible by dialing.

*Access treatment screening*

Stations can be individually allowed or disallowed access to system features.

*Attendant capabilities*

Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.

*Centralized attendant services*

For multi-location customers, the attendants can be located in only one location.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

10.3 Custom Exchange Service - I (CES) (Continued)

- A. The following call processing features are included in CES1 and are provided under control of the common equipment of the central office switching system. (Continued)

10.3.1 Standard System Features (Continued)*Flexible night service*

Provides the ability to forward each listed directory number to a unique customer-changeable night directory number.

*Automatic Station Message Detail Recording -ASMDR*

Provides a record (via printout) of call details (date, time, etc.) on outgoing calls.

10.3.2 Enhanced Control System Feature Package*Auto Route Selection*

Directs outgoing calls to the customer's most preferred available route. If the primary route is busy, the ARS feature automatically tries alternate routes. The customer will preselect a sequence of routes which may include private or public carrier services. A warning tone is provided to indicate the selection of the least preferred route.

*Account code*

Permits CES stations and attendants to dial in account code number of eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

*Authorization Code*

Allows different station users to have different calling privileges. Dialing capabilities can be defined and restricted to authorized personnel.

*Time of Day Do Not Disturb*

Activates Do Not Disturb at particular times. Allows for setting both the time and day for a particular action to occur (for example, the customer wants to have feature "do not disturb" activated at noon on Tues. through Wed.).

*Time of Day Routing*

Changes routing by time of day.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

10.3 Custom Exchange Service - I (CES) (Continued)

- A. The following call processing features are included in CESI and are provided under control of the common equipment of the central office switching system. (Continued)

10.3.2 Enhanced Control System Feature Package (Continued)*Dial Call Waiting*

Provides the ability for originating CES stations to invoke a Call Waiting service on selected intragroup calls.

*Priority Ringing*

Differentiate incoming calls by signaling the customer with a distinctive ringing pattern.

10.3.3 Optional System Features*Access Circuit - Music on Hold*

Allows customers to optionally provide music, or any other type of customer-provided audio source, to calls on hold.

*Access Circuit - Loudspeaker Paging*

Allows dial access to subscriber-owned loudspeaker paging equipment. The paged party can be connected to the calling party by dialing an answering code from any station within the subscriber group.

*Access Circuit - Pollable SMDR*

Provides a record of call details (date, time, etc.) on outgoing calls placed over a customer's private or public facilities on an interactive basis.

*Access Circuit - Private Facilities* Allows the customer to have dial access to various types of public and private switching arrangements (i.e. 800-Service Simulated Facility Group, Tic Trunk Access, Common Control Switching Arrangement Access, etc.), provided by a subscriber dialed access code.



**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

10. CUSTOM EXCHANGE SERVICE (Continued)

10.3 Custom Exchange Service - I (CES) (Continued)

- A. The following call processing features are included in CESI and are provided under control of the common equipment of the central office switching system. (Continued)

10.3.3 Optional System Features (Continued)

*Six- Way Conference Circuit*

Allows a station user to initiate a conference call. A total of five conferees can be added to the conference in addition to the originator. The customer may order more than one conference circuit.

- B. The following features are available with each CESI line located at a designated customer primary location. Where facilities and operating conditions exist, features of a CESI system may be extended to stations of the same system located at customer secondary locations.

10.3.1 Standard Feature

*Individual Telephone Number*

Each station line has its own telephone number.

*Individual Access Screening*

Each station is assigned its own access treatment code for call screening.

*Individual Terminating Screening*

*Single Digit Dialing*

Permits a station user to reach selected lines or other internal facilities for special customer services by dialing a single-digit code.

*Hot Line Stations*

Automatically calls a pre-selected station when the Hot Line station goes off hook.

*Touch-Tone*

All station lines are equipped for Touch-Tone dialing

*Call Hold*

Allows a station user to hold any call in progress, thereby freeing the line for the purpose of originating another call or answering a waiting call.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

10.3 Custom Exchange Service - I (CES) (Continued)

- B. The following features are available with each CESI line located at a designated customer primary location. Where facilities and operating conditions exists features of a CESI system may be extended to stations of the same system located at customer secondary locations. (Continued)

10.3. Standard Features (Continued)*3- Way Calling*

Allows a station in the talking state to add a third party to the call. To add a third party to the call, the 3-Way Calling subscriber flashes the switchhook once to place the other party on hold, receives a dial tone, dials the telephone number of the third party, and then flashes the switchhook again to establish the three-way connection.

*Call Forwarding - Variable*

(1) (Limited) When this feature is activated by a station line user or the attendant~ incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same CES system, or to the attendant position. The attendant may also activate this feature for a station line user.

(2) (Unlimited) The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the CES system or to station lines within the same CES system. The attendant may not activate this feature to a telephone number outside the CES system for a station line user. Calls forwarded outside the CES system are subject to the appropriate charges for local and toll messages.

*Call Forwarding - Busy*

Allow incoming calls to a busy station to be routed to a preselected. station 1~ie, attendant, or voice mail system within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

*Call Forwarding - Don't Answer*

Allow incoming calls to be automatically routed to a preselected station line, attendant, or voice mail system in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

10.3 Custom Exchange Service - I (CES) (Continued)

- B. The following features are available with each CESI line located at a designated customer primary location. Where facilities and operating conditions exist, features of a CESI system may be extended to stations of the same system located at customer secondary locations. (Continued)

10.3.1 Standard Features (Continued)*Remote Activation of Call Forwarding*

Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-Tone phone.

*Hunting*

Routes a call to an idle station line in a prearranged group when the called station line is busy.

*Call Park*

Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing the feature code and the line number against which the call is parked.

*Call Pickup*

Allows a station line to answer incoming calls to another station line within a defined pickup group. Call pickup is provided on individual station lines within a customer group.

*Call Transfer*

Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

*Auto Recall (intra-group)*

Permits the station user to have calls automatically redialed, within a defined group within the CES system, when the first attempt reaches a busy.

*Customer Changeable Speed Calling*

Allows a user to establish a speed calling list, each of which is associated with a unique 2-digit speed calling code. Initial entry and changing of a speed calling list are directly input from the user.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

10.3 Custom Exchange Service - I (CES) (Continued)

- B. The following features are available with each CESI line located at a designated customer primary location. Where facilities and operating conditions exist, features of a CESI system may be extended to stations of the same system located at customer secondary locations. (Continued)

10.3.2 Optional Bundle*Automatic Callback - Outside*

Allows a station user who encounters a busy condition to be automatically called back when the called line becomes idle.

*Automatic Recall - Outside*

Automatically redials the last incoming call.

*Caller ID - Outside*

Provides the station user with the telephone number of the calling party before answering the phone.

*Call Trace*

Allows the station user to dial a code to automatically request a record of the caller's origination telephone number, the date and time of the call. The information is disclosed only to a law enforcement agency for investigation purposes.

10.3.3 Premium Bundle*Selective Call Acceptance - Outside*

Allows you to create a list of telephone numbers from which you are willing to accept calls. List parameter is 3 1.

*Selective Call Rejection - Outside*

Allows you to create a list of telephone numbers from which you do not wish to receive calls. Calls from telephone number on your list are sent to an announcement that informs the caller you are not receiving calls at this time. List parameter is 16.

*Selective Call Forwarding - Outside*

Allows you created a list of "selected" telephone numbers that you want to be forwarded to another number. Calls from the telephone numbers on hour list will be forwarded to the number you have designated. List parameter is 16.

*Screen List Editing /Selection Control*

Allows users to create and modify lists of telephone numbers associated with a directory number. These listed numbers are used to identify calling parties. Inter-active recorded announcements are used to guide users in editing screening lists.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

10.3 Custom Exchange Service - I (CES) (Continued)C. CES Line Features - ISDN Interface

## Class of service restriction:

*Fully Restricted Capability:* Allows only station-to-station (intercom) calling capabilities

*Semi-Restricted Capability:* Allows access to the exchange network for local calls only.

*Unrestricted Capability:* Allows access to the exchange network, the toll network or any service accessible by dialing.

*National ISDN Compatibility*

*Out of Band (D channel) Signaling*

*Multiple Call Appearances Same Number*

A directory number that is assigned more than one business set. The business sets that are assigned this directory number are known as a Multiple Appearance call group.

*Two Status LEDs per Appearance*

*Multiple Telephone Number Coverage*

One station line can answer calls to many telephone numbers.

*Coverage for Analog or ISDN sets*

One ISDN station line can observe the state (busy or idle) of other station lines, whether analog or ISDN.

*Simultaneous Voice/Data/Signaling*

Voice, data, and signaling happens simultaneously without interruption or interference.

*Multi-point ISDN Line*

Allows up to 8 separate devices to be connected to one ISDN station line.

*Voice/Data Protection*

Prevents data calls from being interrupted by call waiting tones, testing or busy verification attempts.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

## 10.4 CUSTOM EXCHANGE SERVICE II - (CES II)

- A. The following call processing features are included in CES II and are provided under control of the common equipment of the central office switching system.

10.4.1 Standard System Features*Virtual Network, Access Circuits ( Trunked )*

Exchange access restricted to a user-specified total number of active calls (access paths).

*Individually Billed Access Paths*

Billing is determined by the total number of access paths specified.

*Direct Inward Dialing*

Arrangement which allows an incoming call to reach a CES station line without attendant assistance.

*Individual dialing plan*

Provides the ability to interpret dialed digits according to customer specific dialing sequences.

*Intercom dialing*

Permits the customer to dial an access code to reach another CES station without having to dial 7 digits.

*Touch-Tone calling service**Full, Semi, Un-restricted Capability*

*Fully Restricted.* Allows only station-to-station (intercom) calling capabilities

*Semi-Restricted:* Allows access to the exchange network for local calling only.

*Unrestricted:* Allows access to the exchange network, the toll network or any service accessible by dialing.

*Access treatment screening*

Stations can be individually allowed or disallowed access to system features.

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

## 10.4 CUSTOM EXCHANGE SERVICE II - (CES II)

- A. The following call processing features are included in CES II and are provided under control of the common equipment of the central office switching system. (Continued)

*Attendant capabilities*

Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.

*Centralized attendant services*

For multi-location customers, the attendants can be located in only one location.

*Flexible night service*

Provides the ability to forward each listed directory number to a unique customer-changeable night directory number.

*Automatic Station Message Detail Recording -ASMDR*

Provides a record (via printout) of call details (date, time, etc.) on outgoing calls.

10.4.2 Enhanced Control Feature Package

See CESI Enhanced Control Feature Package, 10.3, A, 10.3.2, preceding.

10.4.3 Optional Features

See CESI Optional Features, 10.3, A, 10.3.3, preceding

- B. The following features are available with each CES II station located at a designated customer primary location. Where facilities and operating conditions exist, features of a CES II system may be extended to stations of the same system located at customer secondary locations.

10.4.1 Standard Features

See CESI Standard Features, 10.3, B, 10.3. 1, preceding

10.4.2 Optional Bundle

See CESI Optional Bundle, 10.3, B, 10.3.2, preceding

10.4.3 Premium Bundle

See CESI Premium Bundle, 10.3, B, 10.3 3., preceding

**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

## 10. CUSTOM EXCHANGE SERVICE (Continued)

## 10.4 CUSTOM EXCHANGE SERVICE II - (CES II)

C. CES 11 Station Features - ISDN Interface

See CESI Station Features-ISDN Interface, 10.3, C, preceding

## 10.5 RATES AND CHARGES

10.5.1 Payment Plans The CESI and CES II payment plan offers the customer two options for payment.

## a) Fixed Monthly Rate Plan

Under this plan the customer pays a fixed monthly rate for a specified contract term. The customer may choose a 1, 2, 3, 4, or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

## b) Month-to-Month Plan

Under this plan the customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

## 10.5.2 Rates Elements (1)

	Non- Recurring (New)	Non- Recurring (Changes)	Month to Month	1Year	2 Year	3 Year	4 Year	5 Year
<b>CES-I - System</b>								
<b>Features (2)</b>	\$125.00	(3)(4)	\$80.00	\$75.20	\$73.60	\$72.00	\$70.40	\$68.80
<b>Enhanced Control</b>								
<b>Pkg (2)</b>	\$750.00	(5)	\$150.00	\$141.00	\$138.00	\$135.00	\$132.00	\$129.00
<b>Optional Features</b>								
Access Circuit								
Music on Hold <sup>(6)</sup>	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
Access Circuit								
Loudspeaker Paging <sup>(2)</sup>	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35

(1) Service Connection Charges under Section 3 apply in addition to the non-recurring (new/change) charges.

(2) Non-recurring and monthly rates apply, per system (includes all lines/stations in the system).

(3) A \$35 non-recurring charge for changes apply to the Individual Dialing Plan and/or Access Treatment Screening features; A \$65 non-recurring charge for changes apply for changes to the ASMDR feature.

(4) See Service Connection Charges, Section 3.

(5) A \$150 non-recurring change charge applies for Auto Route Selection; A \$35 non-recurring change charge applies for Authorization Codes, Time of Day Do Not Disturb, or Time of Day Routing features; A \$25 non-recurring change charge applies for Dial Call Waiting, Priority Ringing features.

(6) Non-recurring and monthly rates apply, per arrangement (includes all lines/stations within a predetermined line/station arrangement).

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**GATEWAY CUSTOM EXCHANGE SERVICE - (CES)**

10. CUSTOM EXCHANGE SERVICE (Continued)

10.5 RATES AND CHARGES (Continued)

10.5.2 Rates Elements (Continued) (1)

	Non- Recurring (New)	Non- Recurring (Changes)	Month to Month	1Year	2 Year	3 Year	4 Year	5 Year
Access Circuit								
Pollable, SMDR (2)	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
Access Circuit								
Pollable Traffic Data	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
(2)								
Access Circuit								
Private Facilities (2)	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
Six-Way Conference								
Circuit (2)	\$250.00	\$25	\$36.00	\$33.85	\$33.15	\$32.40	\$31.70	\$31.00
<b>CESI - Analog</b>								
<b>Station Line</b>								
Un-restricted \$80		\$25	\$20.00	\$18.80	\$18.40	\$18.00	\$17.60	\$17.20
Semi-restricted \$80		\$25	\$20.00	\$18.80	\$18.40	\$18.00	\$17.60	\$17.20
Fully-restricted \$80		\$25	\$20.00	\$18.80	\$18.40	\$18.00	\$17.60	\$17.20
<b>Optional Bundle (3)</b>	N/A	\$25	\$5.50	\$5.20	\$5.10	\$4.95	\$4.85	\$4.75
<b>Premium Bundle (3)</b>	N/A	\$35	\$7.50	\$7.05	\$6.90	\$6.75	\$6.60	\$6.45
<b>CESI - ISDN</b>								
<b>Station Line</b>								
Un-restricted \$125		\$35	\$36.00	\$33.85	\$33.15	\$32.40	\$31.70	\$31.00
Semi-restricted \$125		\$35	\$36.00	\$33.85	\$33.15	\$32.40	\$31.70	\$31.00
Fully-restricted \$125		\$35	\$36.00	\$33.85	\$33.15	\$32.40	\$31.70	\$31.00
<b>CES II System</b>								
<b>Features (4)</b>	\$125.00		\$80.00	\$75.20	\$73.60	\$72.00	\$70.40	\$68.80

(1) Service Connection Charges under Section 3 apply in addition to the non-recurring (new/change) charges.

(2) Non-recurring and monthly rates apply, per arrangement (includes all lines/stations within a predetermined line/station arrangement).

(3) Monthly rates apply, per line/station within a system and/or arrangement.

(4) Non-recurring and monthly rates apply, per system (includes all lines/stations in the system).

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## GATEWAY CUSTOM EXCHANGE SERVICE - (CES)

## 10. CUSTOM EXCHANGE SERVICE (Continued)

## 10.5 RATES AND CHARGES (Continued)

## 10.5.2 Rates Elements (Continued) (1)

	Non- Recurring (New)	Non- Recurring (Changes)	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
<b>Enhanced Control</b>								
Feature Pkg (2)	\$750.00	(3)	\$150.00	\$141.00	\$138.00	\$135.00	\$132.00	\$129.00
<b>Optional Features</b>								
Access Circuit-Music on Hold (4)	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
Access Circuit- Loudspeaker Paging (4)	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
Access Circuit- Pollable SMDR (4)	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
Access Circuit- Pollable Traffic Data (4)	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
Access Circuit- Private Facilities (4)	\$50.00	\$65	\$22.50	\$21.15	\$20.70	\$20.25	\$19.80	\$19.35
Six-Way Conference Circuit (4)	\$250.00	\$25	\$36.00	\$33.85	\$33.15	\$32.40	\$31.70	\$31.00
<b>Virtual Network</b>								
Access Circuits	\$50.00	\$25	\$35.00	\$32.90	\$32.20	\$31.50	\$30.80	\$30.10

(1) Service Connection Charges under Section 3 apply in addition to the non-recurring (new/change) charges.

(2) Non-recurring and monthly charges apply, per system (includes all lines/station in the system).

(3) A \$150 non-recurring change charge applies for Auto Route Selection; A \$35 non-recurring change charge applies for Authorization Codes, Time of Day Do Not Disturb, or Time of Day Routing features; A \$25 non-recurring change charge applies for Dial Call Waiting, Priority Ringing features.

(4) Non-recurring and monthly rates apply, per arrangement (includes all lines/stations within a predetermined line/station arrangement).

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GATEWAY CUSTOM EXCHANGE SERVICE - (CES)

10. CUSTOM EXCHANGE SERVICE (Continued)

10.5 RATES AND CHARGES (Continued)

10.5.2 Rates Elements (Continued) (1)

	Non- Recurring (New)	Non- Recurring (Changes)	Month to Month	1Year	2 Year	3 Year	4 Year	5 Year
<b>CES II - Analog</b>								
<b>Station Line</b>								
Un-restricted	\$80.00	\$25	\$12.75	\$12.00	\$111.75	\$11.50	\$11.25	\$11.00
Semi-restricted	\$80.00	\$25	\$12.75	\$12.00	\$11.75	\$11.50	\$11.25	\$11.00
Fully-restricted	\$80.00	\$25	\$12.75	\$12.00	\$11.75	\$11.50	\$11.25	\$11.00
<b>Optional Bundle (2)</b>	N/A	\$25	\$5.50	\$5.20	\$5.10	\$4.95	\$4.85	\$4.75
<b>Premium Bundle (2)</b>	N/A	\$35	\$7.50	\$7.05	\$6.90	\$6.75	\$6.60	\$6.45
<b>CES II -ISDN</b>								
<b>Station Line</b>								
Un-restricted	\$125.00	\$35	\$28.75	\$27.05	\$26.45	\$25.90	\$25.30	\$24.75
Semi-restricted	\$125.00	\$35	\$28.75	\$27.05	\$26.45	\$25.90	\$25.30	\$24.75
Fully-restricted	\$125.00	\$35	\$28.75	\$27.05	\$26.45	\$25.90	\$25.30	\$24.75

- (1) Service Connection Charges under Section 3 apply in addition to the non-recurring (new/change) charges.  
 (2) Monthly rates apply, per line, per line/station within a system and/or arrangement.

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**INTEGRATED SERVICE DIGITAL NETWORK - ISDN**

## 12, Integrated Service Digital Network - ISDN

## A. Integrated Service Digital Network (ISDN) - Basic Rate Inter-face (BPI)

12.1 Description

ISDN-BRI service provides 2B+D switched access to the public switched network for the transmission of circuit switched voice, circuit switched data and packet switched data on an incoming and outgoing basis. It provides a customer with the ability to integrate current voice and data channel services utilizing Gateway S1 Basic Business Line Service

Circuit Switched Voice provides the ability to originate and receive switched voice calls over a 64 Kbps channel.

Circuit Switched Data provides the ability to originate and receive circuit switched data calls over a 64 Kbps channel.

BRI lines have two 64Kbps B channels. Each channel can have a separate phone number that can be used as a regular phone line, or the two B channels can be combined to create a single, higher bandwidth channel.

12.2 General Regulations

12.2.1 BRI has one 16 Kbps data or D channel used primarily for signaling and data transmission.

12.2.2 ISDN-BRI is furnished to customers at the rates and charges, following.

12.2.3 Rates and Charges for other optional features are in addition to those for ISDN-BRI service.

12.3 ISDN - BRI Basic Service provides the following standard features:

a) National ISDN Standard

b) 2B+D channels

c) 2B channels support Circuit Switched Voice and/or Circuit Switched Data and one D channel supports signaling and/or Packet Switched Data.

d) Multi-point DSL

12.3.1 Optional feature include:

a) X.25 on D channel

b) 56/64 Kbps X.25 on B channel



**INTEGRATED SERVICE DIGITAL NETWORK - ISDN**

12. Integrated Service Digital Network - ISDN - (Continued)

A. Integrated Service Digital Network (ISDN) - Basic Rate Interface (BRI) - (Continued)

12.4 ISDN -BRI for Home Office, Small Business is available with the following standard features:

- a) 2B+D Channel
- b) National ISDN Standard
- c) 56/64/112/128 Kbps Dialed Data
- d) Simultaneous Voice-Data Calling
- e) Call Forwarding - Variable (1)
- f) Call Forwarding - Busy (1)
- g) Call Forwarding - Don't Answer (1)
- h) Touch-Tone
- i) Voice-Data Protection
- j) 3-Way Conference Calling (1)
- k) Separate Signaling Channel
- l) Customer changeable Speed Calling (1)
- m) Multi-button Key Set Capability
- n) Multi-point DSL

12.4.1 Optional Features offered with Home Office, Small Business ISDN includes:

- a) Multiple Directory Numbers
- b) X.25 on D Channel
- c) X.25 on B Channel

12.4.2 Security Package offered with Home Office, Small Business ISDN includes:

- a) Call Forwarding - Variable
- b) Remote Activation of Call Forwarding
- c) Call Trace

B. Integrated Service Digital Network (ISDN) - Primary Rate Interface (PRI)

12.1 Description

ISDN-PRI service provides 23B+D (twenty three 64 Kbps B channels and a 64 Kbps data channel) access on a DSX- I interface.

**INTEGRATED SERVICE DIGITAL NETWORK - ISDN**

## 12. Integrated Service Digital Network - ISDN - (Continued)

## B. Integrated Service Digital Network (ISDN) - Primary Rate Interface (PRI) - (Continued)

12.2 Efficiency Package for ISDN -PRI includes:

- a) Non-Facility Associated signaling
- b) D-Channel Back-up
- c) Associated 24 Channel PRI

## C. Payment Plans

## 12.1 The ISDN-BRI and ISDN-PRI payment plan offers the customer two options for payment as follows:

## 12.1.1 Fixed Monthly Rate Plan

Under this plan the customer pays a fixed monthly rate for a specified contract term. The customer may choose a 1, 2, 3, 4, or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

## 12.1.2. Month-to-Month Plan

Under this plan the customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

## D. The following rates apply:

	Non-Recurring (New)	Non-Recurring (Changes)	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
<b>ISDN-BRI</b>								
<b>Data Only (3)</b>		(2)						
Flat	\$95.00		\$75.00	\$70.50	\$64.00	\$67.50	\$66.00	\$64.50
Measured Rate -								
Low (4)	\$95.00	\$20.00	\$40.00	\$37.60	\$36.80	\$36.00	\$35.20	\$34.40
High Usage								
Option (4) (5)			\$15.00	\$14.10	\$13.80	\$13.50	\$13.20	\$12.90
<b>Optional</b>								
<b>Features</b>								
X.25 (D chnl)	\$20.00	\$150.00	\$5.00	\$4.70	\$4.60	\$4.50	\$4.40	\$4.30
56/64 Kbps								
X.25 (B chnl)	\$150.00	\$65.00	\$35.00	\$32.90	\$32.20	\$31.50	\$30.80	\$30.10

(3) Service Connection Charges apply, as specified in Section 3, Service Connection Charges

(3) Non-recurring and monthly rates apply, per line

(2) (2) A \$35 non-recurring change charge applies for 2B+D on U Interface feature.

(4) (4) Local Data Usage rates specified under E, apply for data channels in addition to measured rates.

(5) Rates for measured rate -Low apply, in addition to the rates for measured usage options.

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## INTEGRATED SERVICE DIGITAL NETWORK - ISDN

12. Integrated Service Digital Network - ISDN - (Continued)

D. The following rates apply: (Continued) (1)

	Non-Recurring (New)	Non-Recurring (Changes)	Month to Month	1Year	2 Year	3 Year	4 Year	5 Year
<b>Home Office, Small Business-ISDN-BRI (3)</b> (2)								
Flat	\$95.00			\$80.00	\$75.20	\$73.60	\$72.00	\$70.40
Measured Rate - (4)	\$95.00			\$52.00	\$48.90	\$47.85	\$46.80	\$45.80
High Usage Option (5)				\$13.00	\$12.25	\$12.00	\$11.70	\$11.45
Low Usage Option				N/C	N/C	N/C	N/C	N/C
<b>Optional Features</b>								
Multiple Directory Numbers	\$1.00	\$25.00		\$15	\$15	\$15	\$15	\$15
Y-25 (D chnl)	\$20.00	\$35.00		\$5.00	\$4.70	\$4.60	\$4.50	\$4.40
X-25 (B chnl)	\$150.00	\$35.00		\$35.00	\$32.90	\$32.20	\$31.50	\$30.80
<b>Security Package</b>	N/C	\$25.00		\$5.00	\$4.70	\$4.60	\$4.50	\$4.40
<b>ISDN-PRI Data Only (3)</b>								
Flat	\$2,000.00			\$850.00	\$799.00	\$782.00	\$765.00	\$748.00
<b>Efficiency Package</b>	N/A	\$35.00		\$30.00	\$28.20	\$27.60	\$27.00	\$26.40
<b>ISDN PRI for PBX</b>								
DSX-I Link	\$800.00			\$135.00	\$126.90	\$124.20	\$121.50	\$118.50
DID/Two way port, (W, TT, DP signaling)	\$35.00			\$63.00	\$59.25	\$58.00	\$56.70	\$55.45
Non-DID port (MF, TT, DP signaling)	\$35.00			\$27.00	\$25.40	\$24.85	\$24.30	\$23.80
<b>ISDN PRI Efficiency Package</b>								
Package	\$1200.00			\$125.00	\$117.50	\$115.00	\$111.50	\$110.00
DID Telephone Numbers								
Individual	\$1.00			\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Group of 20	\$20.00			\$3.00	\$2.85	\$2.80	\$2.70	\$2.65
Group of 100	\$60.00			\$10.00	\$9.40	\$9.20	\$9.00	\$8.80

(1) Service Connection Charges apply, as specified in Section 3, Service Connection Charges

(2) A \$35 non-recurring change charge applies for Multi Button Key Set Capability feature.

(3) Non-recurring and monthly rates apply, per line.

(4) Local Data Usage rates, specified under E, apply for data channel in addition to measured rates.

(5) Measured rates apply, in addition to the rates for measured usage options.

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**INTEGRATED SERVICE DIGITAL NETWORK - ISDN**

## 12. Integrated Service Digital Network - ISDN - (Continued)

## E. Measured Rates for Local Data Calls

- 1) Local data usage rates apply to Basic Rate Interface (BRI) and Primary Rate Interface (PRI) associated with Integrated Service Digital Network (ISDN) service. Local data usage is measured by channel minutes. A channel minute is one 64 kilobit channel used for one minute. For example, a 384 kilobit call lasting 9 minutes would equal 6 channels times 9 minutes, or 54 channel minutes. Calls are billed in 6 second increments with one minute minimum billing, per call, at the following rates.

	<u>Initial Minute</u>	<u>Each Additional 6 seconds</u>
BRI	\$.035	\$.0035
PRI	\$.030	\$.0030

- 2) The following monthly minute allowance is provided based on the option chosen. Local data usage discounts apply to calls over the specified allowance.

<u>BRI</u>	<u>Allowance</u>	<u>Discount over allowance</u>
Low	720 minutes	0%
High	4,800 minutes	50%
<u>PRI</u>		
Medium	40,000 minutes	50%
High	110,000 minutes	75%

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## MISCELLANEOUS SERVICES

## 13.1 PRESUBSCRIPTION

- 13.1.1 Presubscription (PIC-2) allows Customers to presubscribe to their carrier of choice for InterLATA toll calls, without dialing the Access Code. The rates specified in Section 3, Service Connection Charges, will apply each time the Customer requests a change to their interLATA PIC.

## 13.2 VANITY TELEPHONE NUMBER

- 13.2.1 At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth under Section 2, Rules and Regulations, 2.1.3.

The following charges apply for Vanity Telephone Numbers:

<u>Vanity Number</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Residence	\$50.00	N/C
Business	\$215.00	\$8.50

## 13.3 INDIVIDUAL CASE BASIS

## 13.3.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the Corporation Commission for approval.

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**MISCELLANEOUS SERVICES****13.4 SPECIAL CONSTRUCTION****13.4.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the cost incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. All such rates will be submitted to the Corporation Commission for approval.

**13.4.2 Basis for Cost Computation**

The costs referred to in 13.4. 1, above, may include one or more of the following items to the extent they pre applicable or as required by the Corporation Commission rules and regulations:

- a) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights of way;
- b) cost of maintenance;
- c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e) license preparation, processing and related fees;
- f) tariff preparation, processing and related fees;
- g) any other identifiable costs related to the facilities provided; or
- h) an amount for return and contingencies.

**13.4.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

13.4.3.1 The termination period is the estimated service life of the facilities provided.

**MISCELLANEOUS SERVICES****13.4 SPECIAL CONSTRUCTION -(Continued)****13.4.3 Termination Liability -(Continued)**

13.4.3.2 The amount of the maximum termination liability is equal to the estimated amounts for.

1. Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
2. license preparation, processing, and related fees;
3. tariff preparation, processing, and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

13.4.3.3 The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

**13.5 TEMPORARY PROMOTIONAL PROGRAMS**

13.5.1 The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring charges, to introduce present or potential Customers to a service not previously received by the Customers. The Corporation Commission will be notified of such promotional programs.

**13.6 NUMBER RETENTION**

The following charge applies whenever a customer requests to retain a telephone number for future use. This allows a customer to request that a number be withheld from service and reserved for their use for more than 30 days.

	<u>Non -Recurring Charge</u>		<u>Recurring Charge</u>	
	<u>Residence</u>	<u>Business</u>	<u>Residence</u>	<u>Business</u>
Number retention, per telephone number	\$30.00	\$50.00	\$4.25	\$8.50



**MISCELLANEOUS SERVICES****13.6 JOINT USER SERVICE**

13.6.1 Description- -Business exchange service is normally furnished for the exclusive use of a customer, and/or employees, agents, or representatives. Joint use allows other individuals, firms, or corporations to share the customer's service. This service is not to be used in lieu of Resale.

**13.6.2 Regulations**

- A) The primary customer designates the joint users.
- B) Joint User Service can be associated with business Individual line or PBX service.
- C) Applications for Joint User Service and for service, equipment of facility changes must be executed by the customer who is responsible for the payment of all charges incurred.
- D) Total charges for telephone service, allocated by the primary customer among the users, cannot exceed the Company's total charges to the customer.
- E) A joint user is entitled to one listing in the alphabetical Company directory of the exchange where service is being provided.
- F) Joint users of a customer's telephone service must have the option of obtaining telephone service directly from the Company.

**13.6.3 Rates**

The following non-recurring charge applies to establish or change Joint User Service.

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
Individual line	\$20.00	\$14.25
Individual line, with hunting	\$20.00	\$17.65
PBX, with hunting	\$20.00	\$19.65

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**OPERATOR SERVICES****14. OPERATOR SERVICES****14.1 Directory Assistance**

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

- 14.1.1 The Customer will be allowed to make up to 1 calls per month to Directory Assistance at no charge. Each call to Directory Assistance thereafter will be charged as follows: (1)

Per Call

\$0.35

- 14.1.2 The Customer may request a maximum of two telephone number per call to Directory Assistance service.

- 14.1.3 A credit will be given for calls to Directory Assistance under the following circumstances:

- a) The Customer experiences poor transmission or is cut-off during the Call; or
- b) The Customer is given an incorrect telephone number.

- 14.1.4 To obtain a credit, as identified under 14.1.3 above, the Customer must notify its Customer Service representative.

**14.2 Directory Assistance Call Completion****14.2.1 Description**

Directory Assistance Call Completion is an optional service provided to users of Local Directory Assistance service. When dialing directory assistance (411), customers may choose to have the telephone number they are requesting dialed by the Directory Assistance Operator/System.

The service is available to Business and Residence customers

**14.2.2 Limitations of the Service**

Directory Assistance Call Completion is not available for the following service call categories:

- a) Calls from tandems where the end user cannot be identified
- b) Calls from Customer Owned Coin Telephone stations

**14.2.3 Charges**

Directory Assistance Call Completion service is available at the following charge:

Charge per Completed Call	\$1.50
---------------------------	--------

- (1) Charges do not apply to Directory Assistance calls from Public and Semipublic telephones; Visual or physically handicapped customers.

**OPERATOR SERVICES**

## 14. OPERATOR SERVICES - (Continued)

## 14.3 Operator Assistance

14.3.1 A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner: (1)

- a) Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- b) Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- c) Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interchange Carrier with or without the assistance of an operator.
- d) Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- e) Station to Station: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.
- f) General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

14.3.2 Operator Assisted Surcharges

The following surcharges will be applied:

	<u>Per Call</u>
Third Number Billing	\$1.30
Calling Card	\$.85
Collect Calling	\$1.30
Person to Person	\$3.50
Station to Station	\$1.30
General Assistance	N/C

- (1) in addition, to the rates specified in Section 4, Local Exchange Services, 4.3.2, Rates, surcharges as specified under 14.3.2, also apply.

**OPERATOR SERVICES**

## 14. OPERATOR SERVICES - (Continued)

## 14.4 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service which is furnished where and, to the extent that facilities permit, provides the Customer with the following options:

14.4.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear of "in use" and report to the calling party.

14.4.2 Busy Line Verification with Interrupt: The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

14.4.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

- a) The operator verifies that the line is busy with a call in progress.
- b) The operator verifies that the line is available for incoming calls.
- 3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party. The name of the calling party. The following charge will apply for both verification and interruption:

	<u>Per Request</u>
Busy Line Verification	\$1.50
Busy Line Interrupt	\$3.00

15. Foreign Exchange (FX) Service for Local ISDN PRI

Foreign Exchange (FX) Service for Local ISDN PRI : FX Service enables a Customer to receive Company-provided Local Exchange Access Service at a point(s) outside the Local Exchange Service Area that normally serves the customer's location. FX service can be used to receive one-way inbound digital traffic only. Local ISDN PRI customers subscribing to FX service must purchase an entire T-1 and meet the following conditions: 1) 100 percent of the traffic carried must be inbound local; and 2) the average off-hook time per call is more than ten minutes. The Local Exchange Calling Area and all Usage Services rates which apply to a FX Exchange Access Service are the same as those which regularly apply to other Company-provided Local Exchange Access Services bearing the same NPA-NXX designation. Customers are prohibited from using FX service to place outbound calls including, but not limited to "911 " emergency numbers. This restriction is required in order to assure that emergency calls are routed to the Public Safety Answering Point serving the geographical area associated with the Customer's telephone number. The Company strongly recommends that each Customer maintain at least one telephone exchange service access line bearing an NPA-NXX designation associated with the Customer's actual geographic location for emergency use. FX Service customers are not eligible to enroll in the On-Net Term Plan or Local On-Net Term Plan discount programs.

15.1 Features: The following features are available:

Standard:

Hunting (Circular, Sequential and Uniform Call Distribution)  
Touchtone

Optional:

Vanity Number

15.2 FX Service for Local ISDN PRI Rates and Charges:

An FX service Customer will be charged applicable monthly Recurring Charges as specified in section 15.2.1 below. The monthly recurring FX Service for Local ISDN PRI digital per trunk charge is in lieu of the monthly recurring PRI Local Trunk-Basic, B Channel Service, and Service Configuration 1, 2 and 3 charges and any PRI usage credits pursuant to MCImetro Access Transmission Services, Inc. Arizona Tariff No. 1. All other applicable charges for Local ISDN PRI will apply pursuant to MCImetro Access Transmission Services, Inc. Arizona Tariff No. 1, Section 3.1.4. DID functionality and blocks of DID numbers will be available at no additional charge.

15.2.1 Monthly Recurring Charges

FX Charge	\$25.00
Digital Trunk Charge (per trunk)	\$100.00

1 Applies to Tucson area only.

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## INTELENET EXCHANGE ACCESS SERVICE

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## INTELENET EXCHANGE ACCESS SERVICE

## 20.1 GENERAL

Intelenet Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network- Intelenet Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0 or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

Intelenet Exchange Access Service cannot be used to originate calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customers request unblocking for access to a caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

Intelenet Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premise.

The following Exchange Access Services are offered:

- Single Line Service
- Multi Line Service
- Analog PBX Trunk Service
- Intelenet Full Service T-1

**INTELENET EXCHANGE ACCESS SERVICE****20.4 SINGLE LINE SERVICE****20.2.1 Service Description**

Single Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Single Lines are provided for connection of Customer provided single station sets or facsimile machines to the public switched telecommunications network. Each line is provided with the following standard features which can be deleted at the Customer's option:

**20.2.2 Standard Features**

Touch Tone  
Caller ID Blocking (Selective) (1)

**Features Available Upon Request**

Call Forward Variable  
Caller ID:) Blocking (Complete) (1)

**20.2.3 Optional Features**

Call Forward Busy (3)  
Call Forward Don't Answer  
Call Transfer (2)  
Caller Waiting / Cancel Call Waiting (3)  
Caller ID Number  
Distinctive Ringing  
    One Dependent Number  
    Two Dependent Numbers  
Hotline (4)  
Long Distance Only Account Codes  
    Verified  
    Unverified  
Remote Access to Call Forwarding  
Selective Call Rejection  
Speed Dialing  
    8 Codes  
    30 Codes  
Three-Way Conference Calling (2)  
Toll Restriction

- (1) Caller ID Blocking (Selective) and Caller ID Blocking (Complete) cannot be put on the same line.  
(2) Call Transfer and Three-Way Conference Calling cannot be put on the same line.  
(3) Call Forward Busy and Call Waiting cannot be put on the same line.  
(4) Hotline cannot be provisioned with standard or optional features.

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**INTELENET EXCHANGE ACCESS SERVICE**

20.2 SINGLE LINE SERVICE (Continued)

20.2.4 Optional Feature Packages

Feature Pack I

Call Transfer or Three-Way Conference Calling  
Call Forward Busy  
Call Forward Don't Answer  
Speed Dialing - 8 Codes

Feature Pack 11

All Features from Feature Pack I plus  
Distinctive Ringing  
One Dependent Number  
Two Dependent Numbers  
Speed Dialing - 30 Codes  
Toll Restriction

(<sup>1</sup>) Call Transfer and Three-Way Calling cannot be put on the same line.

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## INTELENET EXCHANGE ACCESS SERVICE

## 20.3 MULTI LINE SERVICE

20.3.1 Service Description

Multi Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Multi Lines are provided for connection of Customer-provided multi systems to the public switched telecommunications network- Each Multi Line is provided with the following standard features which can be deleted at the Customer's option:

20.3.2 Standard Features

Touch Tone  
Caller ID Blocking (Selective) (1)

Features Available Upon Request

Call Forward Busy  
Call Forwarding Don't Answer  
Call Forwarding Variable  
Call Hunting  
    Circular  
    Sequential  
Caller ID Blocking (Complete) (1)  
Uniform Call Distribution (UCD)

20.3.3 Optional Features

Call Forward Busy  
Call Forward Don't Answer  
Caller LD Number  
Group Speed Dialing  
Long distance Only Account Codes  
    Verified  
    Unverified  
Remote Access To Call Forwarding  
Toll Restriction

(1) Caller ID Blocking (Selective) and Caller ID Blocking (Complete) cannot be put on the same line.

**INTELENET EXCHANGE ACCESS SERVICE**

## 20.4 ANALOG PBX TRUNK SERVICE

20.4.1 Service Description

Analog PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provide private branch exchange (PBX) to the public switched telecommunications network. Basic Trunks are provisioned as a multi-line facility with ground start.

20.4.2 Standard Features

Touch Tone  
Caller ID Blocking (Selective)(1)  
Call Forwarding Variable

Features Available Upon Request

Caller ID Blocking (Complete)

20.4.3 Optional Features

Caller ID Number  
Remote Access To Call Forwarding  
Call Hunting  
Circular  
Sequential

(1) Caller ID Blocking (Selective) and Caller ID Blocking (Complete) cannot be put on the same line.

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**INTELENET EXCHANGE ACCESS SERVICE****20.5 INTELENET FULL SERVICE T-1****20.5.1 Service Description**

Intelenet (Digital PBX Trunk) Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

**20.5.2 Direct Inward Dial Service (DID)**

DID Service can be purchased as an optional feature in conjunction with Full Service T-1. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number.

The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group (1). The Company reserves the right to limit the amount of DID numbers that will constitute a block of telephone numbers. Currently, blocks of 20 and 100 DID numbers can be selected. The amount of DID numbers included in a telephone number group will be determined at the sole discretion of the Company, and will reflect the efficient management of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine based on its own discretion that there is inefficient number utilization, the Company may either reassign the DID numbers or charge an Underutilization Telephone Number Assignment Fee.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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(1) A "group" is a set of Basic Trunks or Digital Trunk channels which have been configured a hunt group.

## INTELENET EXCHANGE ACCESS SERVICE

## 20.6 LOCAL CALLING SERVICE

20.6.1 Service Description

Local Calling Service provides the customer with the ability to originate calls from Company provided access lines to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas, and zoneS Included in the caller's local calling area as specified by laws and regulations established by the State of Arizona, in effect and as amended.

## 20.7 INTRALATA TOLL SERVICE

20.7.1 Service Description

IntraLATA Toll calls originate and terminate outside the caller's exchange area, but within the caller's LATA and state. IntraLATA calls are billed per call according to the duration. IntraLATA calls are not eligible for term discounts. Calls are billed in six (6) second increments, with an eighteen (18) second call minimum.

## INTELENET EXCHANGE ACCESS SERVICE

## 20.8 RATES AND CHARGES

## 20.8.1 Non-recurring and monthly rates apply as follows: (1)

## A. Single-Line Service

	<u>Non Recurring</u>	<u>Monthly Recurring</u>
Flat Rate Line	\$56.00	\$31.14
<b>Optional Features</b>		
Call Forward Busy	\$5.00	\$1.00
Call Forward Don't Answer	\$5.00	\$1.00
Call Transfer	\$5.00	\$2.00
Caller Waiting / Cancel Call Waiting	\$5.00	\$3.00
Caller ID Number	\$5.00	\$5.00
Distinctive Ringing		
One Dependent Number	\$5.00	\$4.00
Two Dependent Numbers	\$5.00	\$8.00
Hotline	\$5.00	\$3.00
Long Distance Only Account Codes		
Verified	\$5.00	\$10.00
Unverified	\$5.00	\$5.00
Remote Access To Call Forwarding	\$5.00	\$3.00
Selective Call Rejection	\$5.00	\$3.00
Speed Dialing		
8 Codes	\$5.00	\$2.00
30 Codes	\$5.00	\$4.00
Three-Way Conference Calling	\$5.00	\$2.00
Toll Restriction	\$5.00	\$3.00
<b>Feature Pack 1</b>	\$10.00	\$4.50
<b>Feature Pack 11</b>	\$10.00	\$9.50

(1) Service Connection Charges also apply, as specified under Section 3.

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ADMINISTRATIVELY  
APPROVED FOR FILING

**INTELENET EXCHANGE ACCESS SERVICE****20.8 RATES AND CHARGES**

20.8.1 Non-recurring and monthly rates apply as follows: (1) (Continued)

**B. Multi-Line Service**

	<u>Non Recurring</u>	<u>Monthly Recurring</u>
Flat Rate Line	\$56.00	\$31.14
<b>Optional Features</b>		
Group Speed Dialing	\$5.00	\$2.00
Long distance Only Account Codes		
Verified	\$5.00	\$10.00
Unverified	\$5.00	\$5.00
Toll Restriction	\$5.00	\$3.00
Call Forward Busy	\$5.00	\$1.00
Call Forward Don't Answer	\$5.00	\$1.00
Caller ED Number	\$5.00	\$5.00
Remote Access To Call Forwarding	\$5.00	\$3.00

**C. Analog PBX Trunk Service**

Flat Rate Trunk	\$56.00	\$31.14
<b>Optional Features</b>		
Caller ID Number	\$5.00	\$5.00
Remote Access to Call Forwarding	\$5.00	\$3.00
Call Hunting		
Circular, per account	\$13.00	\$7.60
Sequential, per line	\$13.00	\$10.45

(1) Service Connection Charges also apply, as specified under Section 3.

**INTELENET EXCHANGE ACCESS SERVICE**

**20.8 RATES AND CHARGES**

20.8.1 Non-recurring and monthly rates apply as follows: (1) (Continued)

**D. Intelenet Full Service T-1**

		<u>Non Recurring</u>	<u>Monthly Recurring</u>
12 Multi-Use Channels (2)	ICB	ICB	
16 Multi-Use Channels		ICB	ICB
20 Multi-Use Channels		ICB	ICB
24 Multi-Use Channels		ICB	ICB
DID Service, per port (3)		\$57.00	\$42.75
Block of 20 DID Numbers		\$20.00	\$2.85
Block of 100 DID Numbers		\$100.00	\$14.25

**E. IntraLATA Toll Service**

	<u>Rate Per Minute</u>
Switched	\$.109
Dedicated	\$.071

(1) Service Connection Charges also apply, as specified under Section 3.

(2) Multi-Use is defined as an inbound, outbound, or bi-directional channel where available; monthly recurring and non-recurring charges include the Digital Trunk Facility.

(3) The recurring and non-recurring charges for DID Service apply in addition to the recurring and non-recurring charges for the associated Full Service T- 1.